



STATE OF MONTANA REQUEST FOR PROPOSAL (RFP)

RFP Number: MSF 47	RFP Title: Human Resource Recruiting		
RFP Response Due Date and Time: Open		Number of Pages: 21	Issue Date: January 25, 2012

ISSUING AGENCY INFORMATION

Procurement Officer: Cheri Murphy	Montana State Fund Phone: (406) 495-5176 TDD/TTY: 406-495-5030
Website: http://vendor.mt.gov/	

INSTRUCTIONS TO OFFERORS

Return Sealed Proposal to:	Mark Face of Envelope/Package with:
PHYSICAL ADDRESS: Montana State Fund 855 Front Street Helena, MT 59601	RFP Number: MSF 47 RFP Response Due Date: Open
MAILING ADDRESS: Montana State Fund PO Box 4759 Helena, MT 59604-4759	
Special Instructions:	

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:	<hr/> (Name/Title) <hr/> (Signature) <small>Print name and title and sign in ink. By submitting a response to this RFP, offeror acknowledges it understands and will comply with the RFP specifications and requirements.</small>
Type of Entity (e.g., corporation, LLC, etc.)	Offeror Phone Number:
Offeror E-mail Address:	Offeror FAX Number:

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

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INSTRUCTIONS TO OFFERORS

It is the responsibility of each offeror to:

Follow the format required in the RFP when preparing your response. Provide responses in a clear and concise manner.

Use any forms provided, e.g., cover page, budget form, certification forms, etc.

The following items MUST be included in the response.
Failure to include ANY of these items may result in a nonresponsive determination.

- ☒ **Signed Cover Sheet**
- ☒ **Signed Addenda (if appropriate)**

SCHEDULE OF EVENTS

EVENT

DATE

RFP Issue Date.....January 25, 2012

RFP Response Due Date Open

SECTION 1: INTRODUCTION AND INSTRUCTIONS

1.1 INTRODUCTION

The Montana State Fund ("MSF") is seeking one or more contractors to provide Human Resource Recruiting. A more complete description of the services to be provided is found in Section 3. This is a non-exclusive Request for Proposal (RFP). Any contractor who meets the requirements of this RFP may submit a proposal and be awarded a contract.

1.2 CONTRACT PERIOD

The contract period is one year, beginning January 26, 2012, and ending January 25, 2013, inclusive. The parties may mutually agree to a renewal of this contract in one year intervals, or any interval that is advantageous to MSF. This contract, including any renewals, may not exceed a total of seven years, at MSF's option.

1.3 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and announced by the procurement officer, **offerors shall not communicate with any MSF staff regarding this procurement, except at the direction of Cheri Murphy**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is:

Procurement Officer: **Cheri Murphy**
Telephone Number: **(406) 495-5176**
E-mail Address: **cmurphy@montanastatefund.com**

1.4 REQUIRED REVIEW

1.4.1 Review RFP. Offerors shall carefully review the entire RFP. Offerors shall promptly notify the procurement officer identified above via e-mail or in writing of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover. MSF will determine any changes to the RFP.

1.5 GENERAL REQUIREMENTS

1.5.1 Acceptance of Standard Terms and Conditions/Contract. *By submitting a response to this RFP, offeror accepts the standard terms and conditions and contract set out in Appendices A and B, respectively.* Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law.

1.5.2 Resulting Contract. This RFP and any addenda, the contractor's RFP response, including any amendments, shall be included in any resulting contract. MSF's contract, attached as Appendix B, contains the contract terms and conditions which will form the basis of any contract between MSF and the contractor. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by MSF, will govern in the same order of precedence as listed in the contract.

1.5.3 Mandatory Requirements. To be eligible for consideration, an offeror **must** meet all mandatory requirements. MSF will determine whether an offeror's proposal complies with the requirements. Proposals that fail to meet any mandatory requirements listed in this RFP will be deemed nonresponsive.

1.5.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror acknowledges it understands and will comply with the RFP specifications and requirements.

1.5.5 Offeror's Signature. Offeror's proposal must be signed in ink by an individual authorized to legally bind the offeror. The offeror's signature guarantees that the offer has been established without collusion. Offeror shall provide proof of authority of the person signing the RFP upon MSF's request.

1.6 SUBMITTING A PROPOSAL

1.6.1 Organization of Proposal. Offerors must submit a signed copy of the RFP cover sheet and the form attached as Appendix C to respond to this RFP. Offerors shall follow the response format outlined in Appendix C: RFP Response Form.

MSF encourages offerors to use materials (e.g., paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content. Offerors are encouraged to print/copy on both sides of each page.

1.7 COSTS/OWNERSHIP OF MATERIALS

1.7.1 MSF Not Responsible for Preparation Costs. Offeror is solely responsible for all costs it incurs prior to contract execution.

1.7.2 Ownership of Timely Submitted Materials. MSF shall retain all materials submitted in response to this RFP.

SECTION 2: RFP STANDARD INFORMATION

2.1 AUTHORITY

The RFP is issued under 39-71-2315, Montana Code Annotated (MCA). The non-exclusive RFP process is a procurement option allowing the award to be based on stated evaluation criteria.

2.2 OFFEROR COMPETITION

MSF encourages free and open competition to obtain quality, cost-effective services and supplies. MSF designs specifications, proposal requests, and conditions to accomplish this objective.

2.3 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

Subject to exceptions provided by Montana law, all information received in response to this RFP, including copyrighted material, is public information. Proposals will be made available for public viewing and copying shortly after the proposal due date and time. The exceptions to this requirement are: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by MSF; and (3) other constitutional protections. See 18-4-304, MCA.

2.4 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.4.1 Initial Classification of Proposals as Responsive or Nonresponsive. MSF shall initially classify all proposals as either "responsive" or "nonresponsive" (ARM 2.5.602). MSF may deem a proposal nonresponsive if: (1) any of the required information is not provided; (2) the submitted price is found to be excessive or inadequate as measured by the RFP criteria; or (3) the proposal does not meet RFP requirements and specifications. MSF may find any proposal to be nonresponsive at any time during the procurement process. If MSF deems a proposal nonresponsive, it will not be considered further.

2.4.2 Determination of Responsibility. The procurement officer will determine whether an offeror has met the standards of responsibility. An offeror may be determined nonresponsive at any time during the procurement process if information surfaces that supports a nonresponsive determination. If an offeror is found nonresponsive, the procurement officer will notify the offeror by mail. The determination will be made a part of the procurement file.

2.4.3 Contract Award. Contract award, if any, will be made to any contractor who meets the requirements of this RFP, and provides all required documents, and successfully completes contract negotiation. A formal contract utilizing the draft contract attached as Appendix B will be executed by all parties.

2.5 MSF'S RIGHTS RESERVED

While MSF has every intention to award a contract resulting from this RFP, issuance of the RFP in no way constitutes a commitment by MSF to award and execute a contract. Upon a determination such actions would be in its best interest, MSF, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP ;
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP that would not have significant impact on any proposal;
- Not award a contract, if it is in MSF's best interest not to proceed with contract execution; or
- If awarded, terminate any contract if MSF determines adequate state funds are not available.

SECTION 3: SCOPE OF SERVICES

3.1 MONTANA STATE FUND BACKGROUND INFORMATION

MSF is a non-profit, public corporation that was established for the purpose of allowing an option for employers to insure their liability for workers' compensation and occupational disease coverage in Montana. MSF is Montana's largest writer of workers' compensation insurance to Montana employers. MSF is one of three options employers have to provide for their workers' compensation insurance. Employers may self insure, contract with private insurance carriers, or contract with MSF.

MSF is commonly known as the Plan 3 option for employers. MSF is a mono-line insurance company engaged in providing only workers' compensation and occupational disease insurance in Montana. MSF functions as a competitive insurer and also as the guaranteed market for workers' compensation insurance for Montana employers.

MSF is operated much the same as a private insurance carrier, using actuarially sound principles in setting its insurance rates. By law, MSF must be neither more nor less than self-supporting. MSF currently has about 27,000 employer policyholders in the state of Montana.

3.2 RECRUITMENT PHILOSOPHY

Continuous improvement is part of Montana State Fund's culture. Our team-based organization fosters empowerment, accountability and collaboration. It is critical to our success that our hiring practices result in the selection of the individuals that possess the competencies that will ensure a good fit with our culture. A measure of a person's capacity to be satisfied, productive and a good fit with our culture is the degree to which an individual possesses these key attributes:

- Meets or exceeds minimum qualifications of the open position
- Committed to providing exceptional customer service
- Exercises initiative
- Accountable for achievement of individual and team goals
- Committed to continued self-improvement
- Embraces change

3.3 SCOPE OF SERVICES

Contractor will provide recruiting services to MSF for specific positions when requested by MSF in accordance with the terms of this RFP and the written contract between the parties. Contractor will provide qualified candidates to MSF for interviewing and other pre-employment review by MSF. MSF will have the sole discretion and authority to decide whether to hire any candidate referred by Contractor.

3.3.1 Expectations

1. MSF does have a need from time to time to seek assistance in filling some positions.
2. All candidates and recruiting efforts must only go through the Human Resource Department.

3. Contractor and MSF will be required to communicate throughout the interview process on a weekly basis through email or telephone.
4. If MSF wishes to offer a position to a Contractor's candidate, MSF will make the offer to the candidate. MSF will email the salary information to the Contractor.

3.3.2 MSF's Responsibilities

1. When a position is identified that will require assistance with recruiting efforts, the Human Resources Department will contact the Contractor. MSF will provide a job description and salary range and will discuss the job details with the recruiter. It is imperative that a Contractor shall only communicate and correspond with MSF's Human Resources Recruiter.

3.3.3 Contractor's Responsibilities

1. MSF requires that each candidate be prescreened by the Contractor and requires the Contractor to ensure the candidate meets the minimum qualifications of each position before submitting a candidate to MSF.
2. Contractor will provide prescreen notes on each candidate, along with a resume developed by the candidate and two "professional" references.
3. Candidates will be emailed to Human Resources in a "Microsoft Word Document" format. Requirements are: Cover letter, Resume, Interview notes and references completed by Contractor. Applicants must complete the employment application on MSF's website and complete the section labeled "How did you learn about this position" by filling in the recruiter's name and company. Applicants will provide their resume and cover letter as part of their application on MSF's website.
4. Contractor will ensure that the salary range as provided by MSF staff is acceptable to the candidate.
5. Contractor will not send resumes to MSF without prior approval.
6. Contractor will provide "qualified/experienced" candidates to the MSF Human Resources Department only.
7. Contractor will **never** take posting information from the MSF Internet site and create a job posting on any job board or job posting site without prior written approval of MSF.
8. Contractor will submit an invoice to MSF once the employee has started with MSF, and not on the offer date.

SECTION 4: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

4.1 MSF'S RIGHT TO INVESTIGATE AND REJECT

MSF may make such investigations as deemed necessary to determine the offeror's ability to perform the services specified. MSF reserves the right to reject a proposal if the information submitted by, or investigation of, the offeror fails to satisfy MSF that the offeror is properly qualified to perform the obligations of the contract.

4.2 CONTRACTOR INSURANCE REQUIREMENTS

The Contractor shall maintain for the duration of the contract, at its cost, primary insurance coverage against claims for injuries to persons or damages to property including contractual liability, which may arise from work performed under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

At contract execution, the Contractor must provide a certificate for Commercial General Liability, and Professional Liability coverage, to include bodily injury, personal injury, and property damage with combined single limits of \$1,000,000 per claim, and \$2,000,000 aggregate per year, from an insurer with a Best's Rating of no less than A-.

The Contractor must provide a certificate for commercial general liability, to include bodily injury, personal injury, property damage and automobile liability insurance (or non-owned auto endorsement if applicable) with combined single limits of not less than \$1,000,000 per occurrence, with a \$2,000,000 aggregate from an insurer with a Best's Rating of no less than A-.

4.3 COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for MSF in accordance with sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of MSF. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the Montana State Fund, P.O. Box 4759, Helena, MT 59604-4759, upon expiration.

SECTION 5: FEES AND PAYMENT

5.1 GENERAL TERMS OF PAYMENT

1. All bills must be submitted on invoice forms provided by the Contractor, with sufficient detail to show the recruiting services provided to each policyholder and the fees for each.
2. The Contractor will be entitled to payment for services rendered only after MSF has hired a prospective candidate referred to MSF by the Contractor.

5.2 COMPENSATION

1. Payment for contractor's services shall be the Contractor's usual and customary fee, not to exceed a fee of **25%** of the recruited employee's starting base salary for the first year. The Contractor will be required to provide documentation of its usual and customary fee. MSF shall have no obligation to Contractor to hire a recruited candidate, and MSF will owe no fee unless it hires a candidate recruited and referred by Contractor. Contractor will provide a 180-day guarantee on candidates hired. If the candidate is terminated or resigns within the first 180 days of employment, Contractor will, at the option of MSF, either provide a replacement candidate within six months at no additional charge, or refund the entire fee paid by MSF to Contractor. If a candidate resigns within the first 180 days of employment because of an unforeseen and serious, documented medical condition, Contractor will not be responsible to replace the candidate or to refund the direct hire fee. Contractor will earn and be entitled to a fee if one of its recruited candidates is hired by MSF within one year from the date the candidate is submitted by Contractor to MSF.
2. MSF will pay 50% of the Contractor's fee within 30 days of hire, and will pay 25% of the Contractor's fee after 90 days. After the 180-day guarantee is complete, MSF will pay the remaining portion of the fee. Contractor will be responsible for invoicing MSF for each portion of the Contractor's fee.
3. Contractor shall maintain reasonable records of performance and expenses under this agreement and shall allow access to these records by MSF as requested and other agencies of the state as required by law.
4. Payment to Contractor will be made by electronic funds transfer. All Contractors will be required to provide banking information at the time of contract execution in order to facilitate electronic funds transfer payments. Banking information may be provided on a Form 1199A (Direct Deposit Form) prepared by Contractor's bank, or a voided check. Contractor must also provide MSF with a completed W-9 form.

APPENDIX A: STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/ProcurementServices/preferences.mcp.x>.

REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

APPENDIX B: CONTRACT

CONTRACT FOR HUMAN RESOURCE RECRUITING

Contract ID No. –

THIS AGREEMENT is made and entered into between the **MONTANA STATE FUND**, 855 Front Street, PO Box 4759, Helena, MT 59604-4759, hereinafter called “MSF” and _____, hereinafter called the “Contractor.”

For and in the consideration of the mutual and reciprocal covenants, promises and agreements of the parties as contained herein, the parties agree as follows, with the foregoing recitals incorporated therein.

SECTION 1 **SCOPE OF WORK**

Contractor will provide recruiting services to MSF for specific positions when requested by MSF in accordance with the terms of this RFP and the written contract between the parties. Contractor will provide qualified candidates to MSF for interviewing and other pre-employment review by MSF. MSF will have the sole discretion and authority to decide whether to hire any candidate referred by Contractor.

Expectations

1. MSF does have a need from time to time to seek assistance in filling some positions.
2. All candidates and recruiting efforts must only go through the Human Resource Department.
3. Contractor and MSF will be required to communicate throughout the interview process on a weekly basis through email or telephone.
4. If MSF wishes to offer a position to a Contractor's candidate, MSF will make the offer to the candidate. MSF will email the salary information to the Contractor.

MSF's Responsibilities

1. When a position is identified that will require assistance with recruiting efforts, the Human Resources Department will contact the Contractor. MSF will provide a job description and salary range and will discuss the job details with the recruiter. It is imperative that a Contractor shall only communicate and correspond with MSF's Human Resources Recruiter.

Contractor's Responsibilities

1. MSF requires that each candidate be prescreened and requires the Contractor to ensure the candidate will meet the minimum qualifications of each position before submitting a candidate to MSF.

2. Contractor will provide prescreen notes on each candidate, along with a resume developed by the candidate and two “professional” references.
3. Candidates will be emailed to Human Resources in a “ Microsoft Word Document” format. Requirements are: Cover letter, Resume, Interview notes and references completed by Contractor. Applicants must complete the employment application on MSF’s website and complete the section labeled “How did you learn about this position” by filling in the recruiter’s name and company. Applicants will provide their resume and cover letter as part of their application on MSF’s website.
4. Contractor will ensure that the salary range as provided by MSF staff is acceptable to the candidate.
5. Contractor will not send resumes to MSF without prior approval.
6. Contractor will provide “qualified/experienced” candidates to the MSF Human Resources Department only.
7. Contractor will **never** take posting information from the MSF Internet site and create a job posting on any job board or job posting site without prior written approval of MSF.
8. Contractor will submit an invoice to MSF once the employee has started with MSF, and not on the offer date.

SECTION 2

CONTRACT TERM/RENEWAL

The term of this contract will be _____ through _____, as the contractor is available. This instrument shall not be effective until duly signed by all the parties hereto.

SECTION 3

GENERAL TERMS OF PAYMENT

1. All bills must be submitted on invoice forms provided by the Contractor, with sufficient detail to show the recruiting services provided to each policyholder and the fees for each.
2. The Contractor will be entitled to payment for services rendered only after MSF has hired a prospective candidate referred to MSF by the Contractor.
3. Payment for contractor’s services shall be the Contractor’s usual and customary fee, not to exceed a fee of **25%** of the recruited employee’s starting base salary for the first year. The Contractor will be required to provide documentation of its usual and customary fee. MSF shall have no obligation to Contractor to hire a recruited candidate, and MSF will owe no fee unless it hires a candidate recruited and referred by Contractor. Contractor will provide a 180-day guarantee on candidates hired. If the candidate is terminated or resigns within the first 180 days of employment, Contractor will, at the option of MSF, either provide a replacement candidate within six months at no additional charge, or refund the entire fee paid by MSF to Contractor. If a candidate resigns within the first 180 days of employment because of an

unforeseen and serious, documented medical condition, Contractor will not be responsible to replace the candidate or to refund the direct hire fee. Contractor will earn and be entitled to a fee if one of its recruited candidates is hired by MSF within one year from the date the candidate is submitted by Contractor to MSF.

4. MSF will pay 50% of the Contractor's fee within 30 days of hire, and will pay 25% of the Contractor's fee after 90 days. After the 180-day guarantee is complete, MSF will pay the remaining portion of the fee. Contractor will be responsible for invoicing MSF for each portion of the Contractor's fee.
5. Payment to Contractor will be made by electronic funds transfer. All Contractors will be required to provide banking information at the time of contract execution in order to facilitate electronic funds transfer payments. Banking information may be provided on a Form 1199A (Direct Deposit Form) prepared by Contractor's bank, or a voided check. Contractor must also provide MSF with a completed W-9 form.

SECTION 4 **LIAISON**

MSF has designated Cheri Murphy as liaison to whom Contractor is to direct its communications concerning the Agreement. Contractor has designated _____ as its liaison to whom MSF is to direct its communications concerning this Agreement.

SECTION 5 **RECORDS**

The Contractor shall maintain a record of all course content developed for or customized for MSF and any information and data obtained in the performance of the Agreement and shall make all such information available to MSF upon request. Upon completion of this Agreement, all information and data shall become the property of MSF.

SECTION 6 **ACCESS TO RECORDS -- RETENTION OF RECORDS**

The Contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

SECTION 7 **ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

SECTION 8

HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State of Montana, MSF, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of MSF, under this agreement.

SECTION 9

COMPLIANCE WITH LAWS

The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

SECTION 10

COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for MSF in accordance with sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of MSF. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the Montana State Fund, P.O. Box 4759, Helena, MT 59604-4759, upon expiration.

SECTION 11

CONTRACT TERMINATION

1. MSF or the Contractor, with 30 days written notice to the other, may at any time during the term of this contract, terminate this contract with cause, or if the other party:
 - a. fails to perform its contractual duties or responsibilities; or
 - b. does not meet expected performance levels; or
 - c. does not meet time frames to improve performance levels as developed by MSF and the Contractor.

2. Either party may cancel this contract subject to the terms to the terms outlined in Section 1, #5.
3. MSF, or the Contractor, may terminate this contract at any time if either entity ceases to exist.
4. In the event of contract termination/cancellation, the Contractor will transfer all records related to a referred claim to either MSF or a new Contractor, and neither MSF nor the new Contractor may be charged for the transfer.

SECTION 12

MODIFICATION OF CONTRACT

1. No modification of this agreement shall be valid or binding unless such modification is in writing, duly dated, and executed by all parties to this original agreement.
2. If any portion of this contract becomes void by order of a court of law, all other sections of this contract remain in place with full force and effect.

SECTION 13

INSURANCE REQUIREMENTS

The contractor shall maintain for the duration of the contract, at its cost, primary insurance coverage against claims for injuries to persons or damages to property including contractual liability, which may arise from work performed under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or servants.

The contractor must provide a certificate for Commercial General Liability, Commercial Automobile Liability and Professional Liability coverage, to include bodily injury, personal injury and property damage with combined single limits of \$1,000,000 per claim, and \$2,000,000 aggregate per year, from an insurer with a Best's Rating of no less than A-.

SECTION 14

LIMITS OF AGREEMENT

This instrument contains the entire Agreement between the parties, and no statements, promises of inducements made by either party, or agents of either party, which are not contained in the written Agreement shall be valid or binding. This Agreement may not be enlarged, modified or altered except as provided in Section 12, Modifications of this contract.

SECTION 15

SUCCESSORS AND ASSIGNS

This Agreement shall be binding on all successors and assigns of the Contractor, including successors in interest.

SECTION 16

CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First

Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

SECTION 17
FAILURE OF ENFORCEMENT IS NOT A WAIVER

Failure of MSF to enforce any of the provisions of this contract does not constitute a waiver of that provision or affect any part of this contract, or the right of MSF to later enforce that provision.

SECTION 18
BEST EFFORTS OF CONTRACTOR

1. Contractor agrees that it will at all times faithfully, industriously, and to the best of its ability, experience and talents, perform all of the duties and obligations that may be required of it pursuant to the express terms of the agreement.

2. Contractor agrees to conduct itself so as not to diminish the good will and reputation of MSF or its employees and to abide by all applicable laws, rules and regulations.

3. Contractor further agrees to comply with, abide by and be bound by the terms, conditions and covenants of this agreement.

SECTION 19
MSF ASSISTANCE

MSF shall not supply Contractor with any assistance in the form of personnel, office equipment or other similar and related items.

CONTRACTOR

MONTANA STATE FUND

By: _____

By: _____

RICHARD DUANE
VP Human Resources

Date: _____

Date: _____

Approved for Legal Content by:

NANCY BUTLER
General Counsel

Date: _____

APPENDIX C: RFP RESPONSE FORM

HUMAN RESOURCE RECRUITERS

By signing below, it is agreed as follows:

1. That the Scope of Services can be provided by the Contractor.
2. That Contractor accepts the Montana State Fund's Contract terms.
3. Attached is a copy of my business license/certification and certificates of insurance.

Authorized Representative Signature: _____

Date: _____

Offeror's Usual and Customary Fee: _____ (not to exceed 25% of annual salary)

Telephone Number: _____

Business Name (please print): _____

Address: _____

Tax ID # _____

E-mail address: _____

DOCUMENTS TO SUBMIT WITH RFP RESPONSE:

- ☐ Insurance certificates as outlined in Section 4.2
- ☐ Proof of compliance with workers' compensation act as outlined in Section 4.3
- ☐ Completed W-9 as outlined in Section 5.2